

Prepared by:

**TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITH
SURETY/FINANCIAL SECURITY
(Other Legal Entity)**

This Two-Year Warranty Agreement (Agreement) is entered by and between _____, a _____(type of legal entity) whose address is _____ <<full address>>_____ (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for _____ Development, more particularly described as follows:

See Exhibit A (Legal Description) for «Development» PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer’s agreement to provide a warranty for the improvements in accordance with Section 4.03.03.C., Escambia County Land Development Code;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.
2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County’s acceptance of the above-referenced streets and drainage improvements (Warranty Period):
 - a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, those minor infrastructure deficiencies listed in Section 4.03.03.C, Escambia County Land Development Code.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy in accordance with Section 4.03.02.A, Escambia County Land Development Code.

9. In order to ensure completion of streets and drainage improvements, Developer provides as a security deposit a «type surety» (attached as Exhibit B) in the amount of \$«surety amount», which is based

on a certified cost estimate prepared and sealed by Developer's Engineer, subject to approval by the County Engineer. A copy of the cost estimate is attached as Exhibit C. The estimate shall list acceptable improvements and any minor documented deficiencies to be evaluated by the County Engineer at a future date prior to release of warranty, including, if applicable, any proposed or required sidewalks. If cash is provided as a security deposit, the County will deposit it in an escrow account with withdrawals conditioned upon the approval of the County Engineer; unused funds shall be released to the Developer upon satisfactory completion of the punch list items. If an irrevocable letter of credit is provided as a security deposit, the original letter of credit shall be returned to the Developer, and the County Administrator shall execute a waiver of the County's right to draw funds on the letter of credit upon satisfactory completion of the Warranty Period.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

(printed name)

DEVELOPER/OWNER:

(name of legal entity)

WITNESS:

(printed name)

By: _____
(signature)

(printed name/title)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____ as _____(title) of _____(name of legal entity). He/She (___) is personally known to me, or (___) has produced _____ as identification.

Signature of Notary

(Notary Seal)

Name of Notary (printed)

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

ENGINEER OF RECORD (optional – remove this signature section if not signed by engineer):

By: _____

Title: _____

Address: _____

____ day of _____, 200__

PRIME CONTRACTOR (optional – remove this signature section if not signed by contractor):

By: _____

Title: _____

Address: _____

____ day of _____, 200__

Escambia County, through its Board of County Commissioners

By: _____
_____, Chairman

____ day of _____, 200__

Exhibit A
Legal Description of Development

NOTE: ATTACH AN EXHIBIT A LEGAL DESCRIPTION WHICH MATCHES THE FINAL PLAT
AND INDICATE WHO PREPARED THE EXHIBIT A

Prepared by: _____

Prepared by:

**TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT
SURETY/FINANCIAL SECURITY
(Other Legal Entity)**

This Two-Year Warranty Agreement (Agreement) is entered by and between _____, a _____(type of legal entity), whose address is _____ <<full address>>_____ (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for _____ Development, more particularly described as follows:

See Exhibit A (Legal Description) for «Development» PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer’s agreement to provide a warranty for the improvements in accordance with Section 4.03.03.C., Escambia County Land Development Code;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.
2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County’s acceptance of the above-referenced streets and drainage improvements (Warranty Period):
 - a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, those minor infrastructure deficiencies listed in Section 4.03.03.C, Escambia County Land Development Code.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy in accordance with Section 4.03.02.A, Escambia County Land Development Code.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

DEVELOPER/OWNER:

(printed name)

(name of legal entity)

WITNESS:

By: _____
(signature)

(printed name)

(printed name/title)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____ as _____(title) of _____(name of legal entity). He/She (___) is personally known to me, or (___) has produced _____ as identification.

Signature of Notary

(Notary Seal)

Name of Notary (printed)

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

ENGINEER OF RECORD (optional – remove this signature section if not signed by engineer):

By: _____

Title: _____

Address: _____

____ day of _____, 200__

PRIME CONTRACTOR (optional – remove this signature section if not signed by contractor):

By: _____

Title: _____

Address: _____

____ day of _____, 200__

Escambia County, through its Board of County Commissioners

By: _____
_____, Chairman

____ day of _____, 200__

Exhibit A
Legal Description of Development

NOTE: ATTACH AN EXHIBIT A LEGAL DECIPTION WHICH MATCHES THE FINAL PLAT AND
INDICATE WHO PREPARED THE EXHIBIT A

Prepared by: _____

Prepared by:

**TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITH
SURETY/FINANCIAL SECURITY
(Corporation)**

This Two-Year Warranty Agreement (Agreement) is entered by and between _____, a corporation organized under the laws of the State of _____ whose address is _____ <<full address>> (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for _____ Development, more particularly described as follows:

See Exhibit A (Legal Description) for «Development» PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer’s agreement to provide a warranty for the improvements in accordance with Section 4.03.03.C., Escambia County Land Development Code;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.
2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County’s acceptance of the above-referenced streets and drainage improvements (Warranty Period):
 - a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, those minor infrastructure deficiencies listed in Section 4.03.03.C, Escambia County Land Development Code.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy in accordance with Section 4.03.02.A, Escambia County Land Development Code.

9. In order to ensure completion of streets and drainage improvements, Developer provides as a security deposit a «type surety» (attached as Exhibit B) in the amount of \$«surety amount», which is based

on a certified cost estimate prepared and sealed by Developer's Engineer, subject to approval by the County Engineer. A copy of the cost estimate is attached as Exhibit C. The estimate shall list acceptable improvements and any minor documented deficiencies to be evaluated by the County Engineer at a future date prior to release of warranty, including, if applicable, any proposed or required sidewalks. If cash is provided as a security deposit, the County will deposit it in an escrow account with withdrawals conditioned upon the approval of the County Engineer; unused funds shall be released to the Developer upon satisfactory completion of the punch list items. If an irrevocable letter of credit is provided as a security deposit, the original letter of credit shall be returned to the Developer, and the County Administrator shall execute a waiver of the County's right to draw funds on the letter of credit upon satisfactory completion of the Warranty Period.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

DEVELOPER/OWNER:

(printed name)

(name of corporation)

WITNESS:

By: _____
(signature)

(printed name/title)

(printed name)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____ as _____(title) of _____(name of corporation). He/She (___) is personally known to me, or (___) has produced _____ as identification.

Signature of Notary

(Notary Seal)

Name of Notary (printed)

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

ENGINEER OF RECORD (optional – remove this signature section if not signed by engineer):

By: _____

Title: _____

Address: _____

____ day of _____, 200__

PRIME CONTRACTOR (optional – remove this signature section if not signed by contractor):

By: _____

Title: _____

Address: _____

____ day of _____, 200__

Escambia County, through its Board of County Commissioners

By: _____
_____, Chairman

____ day of _____, 200__

Exhibit A
Legal Description of Development

NOTE: ATTACH AN EXHIBIT A LEGAL DECRPTION WHICH MATCHES THE FINAL PLAT
AND INDICATE WHO PREPARED THE EXHIBIT A

Prepared by: _____

Prepared by:

**TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT
SURETY/FINANCIAL SECURITY
(Corporation)**

This Two-Year Warranty Agreement (Agreement) is entered by and between _____, a corporation organized under the laws of the State of _____ whose address is _____ <<full address>> (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for _____ Development, more particularly described as follows:

See Exhibit A (Legal Description) for «Development» PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements in accordance with Section 4.03.03.C., Escambia County Land Development Code;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.
2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):
 - a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, those minor infrastructure deficiencies listed in Section 4.03.03.C, Escambia County Land Development Code.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy in accordance with Section 4.03.02.A, Escambia County Land Development Code.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

DEVELOPER/OWNER:

(printed name)

(name of corporation)

WITNESS:

(printed name)

By: _____
(signature)

(printed name/title)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____ as _____(title) of _____(name of corporation). He/She (___) is personally known to me, or (___) has produced _____ as identification.

Signature of Notary

(Notary Seal)

Name of Notary (printed)

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

ENGINEER OF RECORD (optional – remove this signature section if not signed by engineer):

By: _____

Title: _____

Address: _____

____ day of _____, 200__

PRIME CONTRACTOR (optional – remove this signature section if not signed by contractor):

By: _____

Title: _____

Address: _____

____ day of _____, 200__

Escambia County, through its Board of County Commissioners

By: _____

_____, Chairman

____ day of _____, 200__

Exhibit A
Legal Description of Development

NOTE: ATTACH AN EXHIBIT A LEGAL DECIPTION WHICH MATCHES THE FINAL PLAT AND
INDICATE WHO PREPARED THE EXHIBIT A

Prepared by: _____

Prepared by:

**TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITH
SURETY/FINANCIAL SECURITY
(Limited Liability Company)**

This Two-Year Warranty Agreement (Agreement) is entered by and between _____ «developer_name», a limited liability company organized under the laws of the State of _____ whose address is _____ <<full address>> (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for _____ Development, more particularly described as follows:

See Exhibit A (Legal Description) for «Development» PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer’s agreement to provide a warranty for the improvements in accordance with Section 4.03.03.C., Escambia County Land Development Code;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.
2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County’s acceptance of the above-referenced streets and drainage improvements (Warranty Period):
 - a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and
 - b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall

remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, those minor infrastructure deficiencies listed in Section 4.03.03.C, Escambia County Land Development Code.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy in accordance with Section 4.03.02.A, Escambia County Land Development Code.

9. In order to ensure completion of streets and drainage improvements, Developer provides as a security deposit a «type surety» (attached as Exhibit B) in the amount of \$«surety amount», which is based on a certified cost estimate prepared and sealed by Developer's Engineer, subject to approval by the County Engineer. A copy of the cost estimate is attached as Exhibit C. The estimate shall list acceptable improvements and any minor documented deficiencies to be evaluated by the County Engineer at a future date prior to release of warranty, including, if applicable, any proposed or required sidewalks. If cash is provided as a security deposit, the County will deposit it in an escrow account with withdrawals

conditioned upon the approval of the County Engineer; unused funds shall be released to the Developer upon satisfactory completion of the punch list items. If an irrevocable letter of credit is provided as a security deposit, the original letter of credit shall be returned to the Developer, and the County Administrator shall execute a waiver of the County's right to draw funds on the letter of credit upon satisfactory completion of the Warranty Period.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

(printed name)

DEVELOPER/OWNER:

(name of limited liability company)

By: _____
(signature)

WITNESS:

(printed name)

(printed name)

(select one title: manager/member/managing member)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____ as _____ (select one title: Manager/Member/Managing Member) of _____ (name of limited liability company). He/She (___) is personally known to me, or (___) has produced _____ as identification.

Signature of Notary

(Notary Seal)

Name of Notary (printed)

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

ENGINEER OF RECORD (optional – remove this signature section if not signed by engineer):

By: _____

Title: _____

Address: _____

____ day of _____, 200__

PRIME CONTRACTOR (optional – remove this signature section if not signed by contractor):

By: _____

Title: _____

Address: _____

____ day of _____, 200__

Escambia County, through its Board of County Commissioners

By: _____

_____, Chairman

____ day of _____, 200__

Exhibit A
Legal Description of Development

NOTE: ATTACH AN EXHIBIT A LEGAL DESCRIPTION WHICH MATCHES THE FINAL PLAT
AND INDICATE WHO PREPARED THE EXHIBIT A

Prepared by: _____

Prepared by:

**TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT
SURETY/FINANCIAL SECURITY
(Limited Liability Company)**

This Two-Year Warranty Agreement (Agreement) is entered by and between _____, a limited liability company organized under the laws of the State of _____ whose address is _____ <<full address>> (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for _____ Development, more particularly described as follows:

See Exhibit A (Legal Description) for «Development» PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer’s agreement to provide a warranty for the improvements in accordance with Section 4.03.03.C., Escambia County Land Development Code;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.
2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County’s acceptance of the above-referenced streets and drainage improvements (Warranty Period):
 - a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, those minor infrastructure deficiencies listed in Section 4.03.03.C, Escambia County Land Development Code.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy in accordance with Section 4.03.02.A, Escambia County Land Development Code.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

DEVELOPER/OWNER:

(printed name)

(name of limited liability company)

WITNESS:

By: _____
(signature)

(printed name)

(printed name)

(select one title: manager/member/managing member)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____ as _____ (select one title: Manager/Member/Managing Member) of _____ (name of limited liability company). He/She (___) is personally known to me, or (___) has produced _____ as identification.

Signature of Notary

(Notary Seal)

Name of Notary (printed)

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

ENGINEER OF RECORD (optional – remove this signature section if not signed by engineer):

By: _____

Title: _____

Address: _____

____ day of _____, 200__

PRIME CONTRACTOR (optional – remove this signature section if not signed by contractor):

By: _____

Title: _____

Address: _____

____ day of _____, 200__

Escambia County, through its Board of County Commissioners

By: _____

_____, Chairman

____ day of _____, 200__

Exhibit A
Legal Description of Development

NOTE: ATTACH AN EXHIBIT A LEGAL DECIPTION WHICH MATCHES THE FINAL PLAT AND
INDICATE WHO PREPARED THE EXHIBIT A

Prepared by: _____

Prepared by:

**TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITH
SURETY/FINANCIAL SECURITY
(Husband and Wife)**

This Two-Year Warranty Agreement (Agreement) is entered by and between _____ and _____, husband and wife, whose address is _____ (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for _____ Development, more particularly described as follows:

See Exhibit A (Legal Description) for «Development» PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer’s agreement to provide a warranty for the improvements in accordance with Section 4.03.03.C., Escambia County Land Development Code;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.
2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County’s acceptance of the above-referenced streets and drainage improvements (Warranty Period):
 - a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and
 - b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall

remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, those minor infrastructure deficiencies listed in Section 4.03.03.C, Escambia County Land Development Code.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy in accordance with Section 4.03.02.A, Escambia County Land Development Code.

9. In order to ensure completion of streets and drainage improvements, Developer provides as a security deposit a «type surety» (attached as Exhibit B) in the amount of \$«surety amount», which is based on a certified cost estimate prepared and sealed by Developer's Engineer, subject to approval by the County Engineer. A copy of the cost estimate is attached as Exhibit C. The estimate shall list acceptable improvements and any minor documented deficiencies to be evaluated by the County Engineer at a future date prior to release of warranty, including, if applicable, any proposed or required sidewalks. If cash is provided as a security deposit, the County will deposit it in an escrow account with withdrawals

conditioned upon the approval of the County Engineer; unused funds shall be released to the Developer upon satisfactory completion of the punch list items. If an irrevocable letter of credit is provided as a security deposit, the original letter of credit shall be returned to the Developer, and the County Administrator shall execute a waiver of the County's right to draw funds on the letter of credit upon satisfactory completion of the Warranty Period.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

(printed name)

DEVELOPER/OWNER:

By: _____
(signature)

(printed name)

WITNESS:

(printed name)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____ He/She (___) is personally known to me, or (___) has produced _____ as identification.

Signature of Notary

(Notary Seal)

Name of Notary (printed)

WITNESS:

(printed name)

WITNESS:

(printed name)

DEVELOPER/OWNER:

By: _____

(signature)

(printed name)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____ . He/She (___) is personally known to me, or (___) has produced _____ as identification.

Signature of Notary

(Notary Seal)

Name of Notary (printed)

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

ENGINEER OF RECORD (optional – remove this signature section if not signed by engineer):

By: _____

Title: _____

Address: _____

____ day of _____, 200__

PRIME CONTRACTOR (optional – remove this signature section if not signed by contractor):

By: _____

Title: _____

Address: _____

____ day of _____, 200__

Escambia County, through its Board of County Commissioners

By: _____

_____, Chairman

____ day of _____, 200__

Exhibit A
Legal Description of Development

NOTE: ATTACH AN EXHIBIT A LEGAL DESCRIPTION WHICH MATCHES THE FINAL PLAT
AND INDICATE WHO PREPARED THE EXHIBIT A

Prepared by: _____

Prepared by:

**TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT
SURETY/FINANCIAL SECURITY
(Husband and Wife)**

This Two-Year Warranty Agreement (Agreement) is entered by and between _____ and _____, husband and wife, whose address is _____ and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for _____ Development, more particularly described as follows:

See Exhibit A (Legal Description) for «Development» PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer’s agreement to provide a warranty for the improvements in accordance with Section 4.03.03.C., Escambia County Land Development Code;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.
2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County’s acceptance of the above-referenced streets and drainage improvements (Warranty Period):
 - a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, those minor infrastructure deficiencies listed in Section 4.03.03.C, Escambia County Land Development Code.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy in accordance with Section 4.03.02.A, Escambia County Land Development Code.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

(printed name)

DEVELOPER/OWNER:

By: _____
(signature)

(printed name)

WITNESS:

(printed name)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____ He/She (___) is personally known to me, or (___) has produced _____ as identification.

Signature of Notary

(Notary Seal)

Name of Notary (printed)

WITNESS:

(printed name)

WITNESS:

(printed name)

DEVELOPER/OWNER:

By: _____
(signature)

(printed name)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____ He/She (___) is personally known to me, or (___) has produced _____ as identification.

Signature of Notary

(Notary Seal)

Name of Notary (printed)

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

ENGINEER OF RECORD (optional – remove this signature section if not signed by engineer):

By: _____

Title: _____

Address: _____

____ day of _____, 200__

PRIME CONTRACTOR (optional – remove this signature section if not signed by contractor):

By: _____

Title: _____

Address: _____

____ day of _____, 200__

Escambia County, through its Board of County Commissioners

By: _____
_____, Chairman

____ day of _____, 200__

Exhibit A
Legal Description of Development

NOTE: ATTACH AN EXHIBIT A LEGAL DECIPTION WHICH MATCHES THE FINAL PLAT AND
INDICATE WHO PREPARED THE EXHIBIT A

Prepared by: _____

Prepared by:

**TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITH
SURETY/FINANCIAL SECURITY
(Individual Owner)**

This Two-Year Warranty Agreement (Agreement) is entered by and between _____ «developer_name», whose address is _____ <<full address>> (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for _____ Development, more particularly described as follows:

See Exhibit A (Legal Description) for «Development» PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer’s agreement to provide a warranty for the improvements in accordance with Section 4.03.03.C., Escambia County Land Development Code;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.
2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County’s acceptance of the above-referenced streets and drainage improvements (Warranty Period):
 - a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and
 - b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, those minor infrastructure deficiencies listed in Section 4.03.03.C, Escambia County Land Development Code.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy in accordance with Section 4.03.02.A, Escambia County Land Development Code.

9. In order to ensure completion of streets and drainage improvements, Developer provides as a security deposit a <type surety> (attached as Exhibit B) in the amount of \$<<surety amount>, which is based on a certified cost estimate prepared and sealed by Developer's Engineer, subject to approval by the County Engineer. A copy of the cost estimate is attached as Exhibit C. The estimate shall list acceptable improvements and any minor documented deficiencies to be evaluated by the County Engineer at a future date prior to release of warranty, including, if applicable, any proposed or required sidewalks. If cash is provided as a security deposit, the County will deposit it in an escrow account with withdrawals conditioned upon the approval of the County Engineer; unused funds shall be released to the Developer

upon satisfactory completion of the punch list items. If an irrevocable letter of credit is provided as a security deposit, the original letter of credit shall be returned to the Developer, and the County Administrator shall execute a waiver of the County's right to draw funds on the letter of credit upon satisfactory completion of the Warranty Period.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

(printed name)

DEVELOPER/OWNER:

By: _____
(signature)

(printed name)

WITNESS:

(printed name)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____ He/She (___) is personally known to me, or (___) has produced _____ as identification.

Signature of Notary

(Notary Seal)

Name of Notary (printed)

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

ENGINEER OF RECORD (optional – remove this signature section if not signed by engineer):

By: _____

Title: _____

Address: _____

____ day of _____, 200__

PRIME CONTRACTOR (optional – remove this signature section if not signed by contractor):

By: _____

Title: _____

Address: _____

____ day of _____, 200__

Escambia County, through its Board of County Commissioners

By: _____
_____, Chairman

____ day of _____, 200__

Exhibit A
Legal Description of Development

NOTE: ATTACH AN EXHIBIT A LEGAL DESCRIPTION WHICH MATCHES THE FINAL PLAT
AND INDICATE WHO PREPARED THE EXHIBIT A

Prepared by: _____

Prepared by:

**TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT
SURETY/FINANCIAL SECURITY
(Individual Owner)**

This Two-Year Warranty Agreement (Agreement) is entered by and between _____ «developer_name», whose address is _____ (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for _____ Development, more particularly described as follows:

See Exhibit A (Legal Description) for «Development» PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer’s agreement to provide a warranty for the improvements in accordance with Section 4.03.03.C., Escambia County Land Development Code;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.
2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County’s acceptance of the above-referenced streets and drainage improvements (Warranty Period):
 - a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and
 - b. take every reasonable precaution during the course of any repairs to protect the work from

damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, those minor infrastructure deficiencies listed in Section 4.03.03.C, Escambia County Land Development Code.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy in accordance with Section 4.03.02.A, Escambia County Land Development Code.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

(printed name)

WITNESS:

(printed name)

DEVELOPER/OWNER:

By: _____
(signature)

(printed name)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____ He/She (___) is personally known to me, or (___) has produced _____ as identification.

(Notary Seal)

Signature of Notary

Name of Notary (printed)

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

ENGINEER OF RECORD (optional – remove this signature section if not signed by engineer):

By: _____

Title: _____

Address: _____

____ day of _____, 200__

PRIME CONTRACTOR (optional – remove this signature section if not signed by contractor):

By: _____

Title: _____

Address: _____

____ day of _____, 200__

Escambia County, through its Board of County Commissioners

By: _____
_____, Chairman

____ day of _____, 200__

Prepared by:

**TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITH
SURETY/FINANCIAL SECURITY
(Multiple Owners)**

This Two-Year Warranty Agreement (Agreement) is entered by and between _____ and _____ whose address is _____ <<full address>> _____ and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for _____ Development, more particularly described as follows:

See Exhibit A (Legal Description) for «Development» PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer’s agreement to provide a warranty for the improvements in accordance with Section 4.03.03.C., Escambia County Land Development Code;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.
2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County’s acceptance of the above-referenced streets and drainage improvements (Warranty Period):
 - a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and
 - b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, those minor infrastructure deficiencies listed in Section 4.03.03.C, Escambia County Land Development Code.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy in accordance with Section 4.03.02.A, Escambia County Land Development Code.

9. In order to ensure completion of streets and drainage improvements, Developer provides as a security deposit a <type surety> (attached as Exhibit B) in the amount of \$<<surety amount>, which is based on a certified cost estimate prepared and sealed by Developer's Engineer, subject to approval by the County Engineer. A copy of the cost estimate is attached as Exhibit C. The estimate shall list acceptable improvements and any minor documented deficiencies to be evaluated by the County Engineer at a future date prior to release of warranty, including, if applicable, any proposed or required sidewalks. If cash is provided as a security deposit, the County will deposit it in an escrow account with withdrawals conditioned upon the approval of the County Engineer; unused funds shall be released to the Developer

upon satisfactory completion of the punch list items. If an irrevocable letter of credit is provided as a security deposit, the original letter of credit shall be returned to the Developer, and the County Administrator shall execute a waiver of the County's right to draw funds on the letter of credit upon satisfactory completion of the Warranty Period.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

(printed name)

DEVELOPER/OWNER:

By: _____
(signature)

(printed name)

WITNESS:

(printed name)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____ He/She (___) is personally known to me, or (___) has produced _____ as identification.

(Notary Seal)

Signature of Notary

Name of Notary (printed)

WITNESS:

(printed name)

WITNESS:

(printed name)

DEVELOPER/OWNER:

By: _____
(signature)

(printed name)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____ He/She (___) is personally known to me, or (___) has produced _____ as identification.

Signature of Notary

(Notary Seal)

Name of Notary (printed)

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

ENGINEER OF RECORD (optional – remove this signature section if not signed by engineer):

By: _____

Title: _____

Address: _____

____ day of _____, 200__

PRIME CONTRACTOR (optional – remove this signature section if not signed by contractor):

By: _____

Title: _____

Address: _____

____ day of _____, 200__

Escambia County, through its Board of County Commissioners

By: _____

_____, Chairman

____ day of _____, 200__

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

Exhibit A
Legal Description of Development

NOTE: ATTACH AN EXHIBIT A LEGAL DESCRIPTION WHICH MATCHES THE FINAL PLAT
AND INDICATE WHO PREPARED THE EXHIBIT A

Prepared by: _____

Prepared by:

**TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT
SURETY/FINANCIAL SECURITY
(Multiple Owners)**

This Two-Year Warranty Agreement (Agreement) is entered by and between _____ and _____ whose address is _____ <<full address>> _____ and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for _____ Development, more particularly described as follows:

See Exhibit A (Legal Description) for «Development» PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer’s agreement to provide a warranty for the improvements in accordance with Section 4.03.03.C., Escambia County Land Development Code;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.
2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County’s acceptance of the above-referenced streets and drainage improvements (Warranty Period):
 - a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, those minor infrastructure deficiencies listed in Section 4.03.03.C, Escambia County Land Development Code.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy in accordance with Section 4.03.02.A, Escambia County Land Development Code.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

(printed name)

DEVELOPER/OWNER:

By: _____
(signature)

(printed name)

WITNESS:

(printed name)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____ He/She (___) is personally known to me, or (___) has produced _____ as identification.

Signature of Notary

(Notary Seal)

Name of Notary (printed)

WITNESS:

(printed name)

WITNESS:

(printed name)

DEVELOPER/OWNER:

By: _____
(signature)

(printed name)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____ He/She (___) is personally known to me, or (___) has produced _____ as identification.

Signature of Notary

(Notary Seal)

Name of Notary (printed)

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

WITNESS:

By: _____

Title: _____

Address: _____

By: _____

Title: _____

Address: _____

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

ENGINEER OF RECORD (optional – remove this signature section if not signed by engineer):

By: _____

Title: _____

Address: _____

____ day of _____, 200__

PRIME CONTRACTOR (optional – remove this signature section if not signed by contractor):

By: _____

Title: _____

Address: _____

____ day of _____, 200__

Escambia County, through its Board of County Commissioners

By: _____
_____, Chairman

____ day of _____, 200__

Exhibit A
Legal Description of Development

NOTE: ATTACH AN EXHIBIT A LEGAL DECIPTION WHICH MATCHES THE FINAL PLAT AND
INDICATE WHO PREPARED THE EXHIBIT A

Prepared by: _____
